

Access Logistic GmbH, Amerling 130, A-6233 Kramsach

**To: Pukeno Vilnius RK**

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**Tournumber:**

**\*\*\* F202503404 \*\*\***

Kramsach, 14.02.2025

<b>Truck, trailer:</b>	MLR645	NC275 / Alu	<b>Vehicle type:</b>	Plane 13,60 m
<b>Freight rate in €:</b>	901,48 EUR			
<b>Payment conditions:</b>	30 Tage netto ohne Abzug			
<b>Agreement:</b>	585 x 1.28 + 6 x 1.28 + 145.00 Misc. Costs = 901.48 €			

<b>1</b>	<b>Loading date:</b> 14.02.2025 05:00-20:00	<b>Loading place:</b> SWISS KRONO AG, Willisauerstrasse 37, CH-6122 Menzna	<b>Unloading date:</b> 17.02.2025 08:00-14:00	<b>Unloading place:</b> Neuhofer Holz GmbH, Haslau 56, A- 4893 Zell am Moos
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\*\* customs clearance: Eckert Transport AG, Lise-Meitner-Ring  
1, 79761 Waldshut-Tiengen, Deutschland \*\*

**Loading reference:** 10688579

**Unloading reference:** 10688579-85051276-1

For the settlement of this broadcast, we need the following documents: CMR consignment note, Delivery **pallet exchange** ☐

<b>Load:</b>	<b>Amount:</b> 0,00	<b>Unit:</b> Stück	<b>Weight:</b> 21 497,70
	<b>LxWxH:</b>	<b>Loadingmeter:</b> 0,00	

**Loading sequence:**

<b>1</b>	14.02.2025 05:00-20:00	SWISS KRONO AG, Willisauerstrasse 37, CH-6122 Menzau
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**Unloading sequence:**

<b>1</b>	17.02.2025 08:00-14:00	Neuhofer Holz GmbH, Haslau 56, A-4893 Zell am Moos
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Best regards

Marina Srbulovic

0043 5337 21912 - 51

m.srbulovic@access-logistic.com

# General Terms and Conditions (GTC)

## 1. Applicability

All business relations between Access Logistic GmbH and natural persons or legal entities (hereinafter referred to as "Contractor") shall be governed by the General Terms and Conditions of Business set out below (hereinafter referred to as "GTC").

These GTC shall also apply to all future business relationships with the Contractor, even if they are not expressly agreed again. The version valid at the time of conclusion of the contract shall apply in each case.

Contracts for deliveries and services by Access Logistic GmbH shall be concluded exclusively on the basis of these GTC.

Deviating, conflicting or supplementary contractual terms and conditions - in particular the Contractor's terms and conditions of business or delivery - shall not become part of the contract unless Access Logistic GmbH has expressly agreed to their application in writing.

## 2. Validity of the AÖSp

In addition, the General Austrian Forwarders' Terms and Conditions (AÖSp) apply in their currently valid version (available in English and German on the Internet at [Allgemeine Österreichische Spediteurbedingungen \(AÖSp\) - WKO](#)). The AÖSp also apply in relation to foreign principals.

## 3. Insurance and liability

The contractor is obligated to provide written proof before the transport is carried out, ensuring that he has concluded a valid, paid CMR insurance with a maximum liability limit of at least EUR 250,000 per claim without a deductible. If the insured sum does not correspond with the arranged amount, an employee of the Access Logistic GmbH must be informed immediately. In agreement with this, Access Logistic GmbH will add an additional transport insurance (supplementary insurance) and will charge the costs to the respective transport service provider. The contractor gives his explicit consent.

## 4. Prices / Dates

All prices within the transport orders are fixed prices. If the agreed freight price is erroneously wrong in the transport order, we must be informed at the latest after 7 working days. After a positive check, the order will be issued again with the correct price. Written agreements are only valid if this is confirmed by an employee of Access Logistic GmbH.

Proven cancellations made by the customer, release Access Logistic GmbH from the performance of the failure costs or other damages. The 24 hours during loading and unloading are considered to be free of charge. Our written appointments in the transport orders are fixed dates. Verbal agreements are not valid. In case of delays or further deviations from the agreed transport order, we are to be informed immediately by telephone as well as in writing.

## 5. Used equipment

The basis for a partnership cooperation are the following prerequisites:

- Safety equipment such as helmet, shoes, safety vest, glasses, gloves
- At least 20 straps STF 500 daN 2500
- At least 40 edge protectors
- Sufficient anti-slip mats with a minimum thickness of 5mm for the entire truck hold
- Empty and clean, odorless cargo area
- No plan advertising except the own company and / or Access Logistic GmbH
- GPS system, the driver's mobile phone, notebook for data transfer is an advantage

## 6. Loading equipment

Loading means are to be exchanged until cancelled in writing and also to be noted on the waybill. Even a non-exchange must be in writing. For each non-exchanged pallet, Euro 20, – will be charged and deducted from the freight bill. Lashing straps, anti-slip mats and other aids and securing means are charged to the amount of the customer invoice and also deducted from the freight bill. Access Logistic GmbH reserves the right to withhold a handling fee of 20 euros.

## **7. Loading and unloading**

The transport partner agrees to pick up the goods according to our loading order and also to deliver them. If no exact unloading point is known, the goods must follow the customer's CMR bill. Changes may only be made with the written permission of an Access Logistic employee. Should anything be unclear, an Access Logistic employee will take care of it immediately. Any unauthorized actions by the driver are not permitted. In the case of infringements, Access Logistic GmbH reserves the right to withhold a contractual penalty, regardless of possible costs of the sender or customer. There is a ban on loading and unloading. The order may not be passed on to third parties without the knowledge and written consent of the client (Access Logistic GmbH).

## **8. Permits, safety regulations, laws**

It is expressly agreed that deployed employees, in particular the driver, have all the necessary permits. The Access Logistic GmbH reserves the right to carry out spot checks. Any alcohol and drug use is against the contract. If the alcohol or drug law is violated, Access Logistic GmbH is entitled to deduct a contractual penalty in an unknown amount from the invoice. The transporter undertakes to use only the latest equipment and to maintain this regularly according to legal regulations. Furthermore, it is agreed that the truck drivers may only pause on secured parking lots or company premises. Compliance with national and international laws and regulations such as MiloG etc. is also the basis of the contract and part of the agreement.

## **9. Customer protection**

Strict customer protection in favor of Access Logistic GmbH and neutrality are agreed. For violations of client protection by the contractor, a damage-independent penalty of EUR 10,000.00 per injury is agreed upon, which can be deducted from open freight invoices. Unauthorized contacting of the loading or unloading station also presents a violation of the customer protection. Contacting by the shipper or the unloading point is to be communicated to us immediately.

## **10. Place of jurisdiction**

The place of fulfillment for all performances and payment is Kramsach. Place of jurisdiction is in any case the regional court of Innsbruck, regardless of the amount in dispute. Contract language is German. The Austrian, substantive and formal law is valid as agreed upon.

## **11. Payment**

It is explicitly agreed upon, that the legal claim to the payment for the transportation requires forwarding all original documents. This is particularly relevant for CMR consignment notes, delivery notes, certificates of weight etc. The original documents have to be delivered to Access Logistic GmbH within 30 days after the delivery date. In general, terms of payment for the contractor is after 60 days. Other agreements require a written consent by Access Logistic GmbH management.

## **12. Truck drivers**

It is to be explicitly agreed upon, that the active truck driver follows the legal breaks, national and international laws and regulations. The driver is responsible for the complete and correct registration of transport documentations. We require the driver to be able to communicate with the shipper and unloading staff in any country he operates in.

## **13. MiLoG, Loi Macron and other European, national or international laws on minimum wages.**

Transports to and from the Federal Republic of Germany:

The contractor is obliged to comply with the provisions of the law regulating minimum wages (MiLoG) and guarantees the steady and timely payment of the minimum wage. If the contractor uses a subcontractor to fulfill his contractual obligations, he must oblige his subcontractor to comply with the MiLoG provisions as well. The contractor indemnifies the client on first request from all claims, fines, penalties and costs resulting from a claim of the client relating to paragraph 13, 31 MiLoG. In particular, we point out the timely registration of the trip at the German registration.

This applies to the same extent to the French law Loi Macron and other European laws in this context.